

KXN® Kitchen Terms & Conditions

Our purpose is to create products that provide joy and style for a lifetime through lasting design. We also strive to provide joy in the process of designing and delivering those products.

A new build or renovation is a complex process— it involves many moving parts, countless people and changing deadlines.

We want you to understand our process, so you know what to expect from us and what we will need from you and when throughout the design and production of your KXN Kitchen.

The timeline below simplifies the Design and Production stages of KXN. See the following pages for detailed information on what each stage entails along with our Terms and Conditions.



This information is important— your understanding of this helps the process run smoothly, ensures there are no delays and no extra costs are incurred.

We look forward to working with you.

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How To Reach Us

As your KXN Kitchen moves through the Design and Production stages, a lot of different people at IMO are involved, alongside those working on your own build or renovation.

We have many KXN projects on the go at a given time. As questions or concerns arise from you and your Trades, we need to quickly identify which project is yours to address these.

We will issue you an *IMO Job number* when we confirm your Order. If you and your Trades reference our Job number when contacting us it will help us answer your questions quickly.

Office	+64 9 373 4081
Email	orders@imo.co.nz
Office Address	4 Rawiri Place, Hobsonville, Auckland 0618
Office Hours	Monday to Friday from 9am to 5pm
Bank Account	38-9005-0098810-00 - IMO Group Ltd

Design Service—

Stage 1 | Developing the Design Brief

Complimentary Service

We will work with you to arrange a bespoke composition that functions efficiently for your needs and works within your budget. The pre-configured modules of our KXN Kitchen are available in various widths, depths and heights for easy planning.

Your kitchen design will be informed by the space you have to work with, your preferences and your budget—they will dictate the layout and what you need to include. Once you have an understanding of these then the planning process becomes much easier.

We appreciate KXN is a substantial investment so understanding what budget you have allocated for your Kitchen ensures we develop a concept that meets your needs. There are also some tricks when planning KXN Bespoke that we can utilise to save costs—with a little concession.

Things to consider:

- Where is your kitchen in relation to other living spaces, how will you move between them?
- What day to day activities will take place in the kitchen?
- How do you like to prep, cook, wash and entertain?
- What appliances do you want to use, are they existing or new, do you want them integrated or not?
- Where do you want to position your sink and appliances in relation to each other?
- What storage and waste will you need in these areas?
- What benchtop finishes do you want to use?
- Are there any restrictions or requirements that will impact the design process?

To provide a price for a Concept Design we need to know:

- What budget have you allocated for your Kitchen project?
- Is your budget firm or flexible?
- A description of how you want to arrange the space
- A Plan and Elevation of your space or a rough sketch / diagram with dimensions
- Images of the space if existing (where possible)
- What appliances do you want to use? (the exact make and model is not critical at this stage)
- What is your project build completion date / timeframe?

Site Measures

At this stage a Site Measure is not necessary and approximate dimensions will suffice. We do not carry out Site Measures and instead rely on plans and elevations provided by the Client from an Architect, Interior Designer or other relevant Trade to give us a description of the building including wall construction and finishes, plumbing and electrical.

Budget

The Client acknowledges that any undisclosed or inaccurately documented information relating to the site or project may impact on the Budget. The Designer will use reasonable endeavours to develop a Concept Design within the Budget but does not warrant that the project will be able to be constructed within the Budget.

Deliverables

The information above is used to develop a Design Brief that articulates your needs. The Client will provide all information reasonably required to enable the Designer to develop the Design Brief and carry out the Design Services including information relating to the site and existing structures.

Design Service—

Stage 2 | Concept Design

Complimentary Service

We use the Design Brief alongside dimensioned floor plans and elevations to develop a concept of your KXN Kitchen using 3D modelling software. From this initial design we can provide a cost estimate.

As the Designer explores a range of solutions to the brief, it is not unusual in this process to be asked questions that may challenge your thinking or present an alternate view.

Concept Design Deliverables

Using 3D modelling software we will create a model of your KXN. From this model we produce a series of perspective images alongside written information to explain the:

- Floor plan, placement in relation to other living spaces
- Overall dimensions
- Size and configuration of modules
- Appliances
- Materials
- A cost estimate

Concept Review and Revision

The concept information is provided for you to review. Feedback from the review may result in the need to adjust the brief and / or the budget. Sometimes compromises need to be made when working with a fixed budget. Two Concept Designs at this phase are complementary to ensure the Design correctly meets your needs with regards to the space you have to work with, your preferences and your budget. Although cost estimates may not be exact, they provide a clear indication as to whether the Concept Design created is achievable in terms of the budget.

Major Revisions

If you wish to develop the Concept Design further and / or proceed with any substantial changes to the Concept, you will incur our Fee Based Service charge. An invoice for \$1,000 + GST for a Developed Design will be issued before the commencement of any further work. These are defined as substantial changes to the brief, budget, overall layout, dimensions and / or appliances that impact the dimensions of units already modelled.

Intellectual Property

All Intellectual Property held in any medium shall be owned by the Designer. The Client shall not be entitled to make use of any of the Designer's pre-existing Intellectual Property or new Intellectual Property including any partially completed Designs for replication or commercialisation including development by a third party, without the Designer's prior written consent.

Design Service—

Stage 3 | Developed Design

Fee Based Service - \$1,000 + GST

If the initial Concept Design works with your design vision and budget and you would like to work with IMO to create a Developed Design, we require a deposit to proceed. This non-refundable deposit confirms your intention to proceed with a Developed Design and is credited off the final cost of your KXN Kitchen if you decide to go ahead. An invoice for \$1,000 + GST will be issued before the commencement of any work.

This is an opportunity to hone the details— make changes, communicate any further needs or requirements and establish any priorities that you will or will not compromise on. This is a collaborative process, with changes to the model often done in real time alongside you.

Engagement

The Designer and Client acknowledge and agree that the Client's deposit of any funds into the Designer's nominated bank account shall constitute irrevocable acceptance of these Terms and Conditions, and an instruction to the Designer to supply the Developed Design in accordance with this Agreement.

To provide a Developed Design we need:

- A finalised project Budget
- Floor plans and elevations of the space
- Any Plumbing, Electrical and Construction constraints
- Floor, wall and ceiling materials and construction
- Appliance makes and models (exact models not required)
- Hardware makes and models (exact models not required)
- Benchtop and / or Splashbacks materials and finishes

Deliverables

We will provide for review:

- Dimensioned Drawings and perspective images that detail:
 - a) The size and configuration of modules
 - b) Appliances and Hardware
 - c) Materials, finishes and colours
 - d) Plumbing, electrical and construction specifics
- A formal Quote
- Material samples

We can also provide if required, further drawings for the location of penetration(s) of the services for Trades.

Review and Revision

This information is provided for you to review. Feedback from the review may result in the need to make a final adjustment to the brief and / or budget.

The parties may agree on one further round of minor changes to the Developed Design at this phase to ensure the Design correctly meets your needs with regards to the space you have to work with, your needs and your budget.

Major Revisions

Any major changes to the brief and / or budget or additional revisions for reasons outside of our reasonable control (including to make cost savings) will be charged at the discretion of the Designer at an hourly rate of \$150 + GST on a time basis.

Major changes can be defined as the following but are not limited to; substantial changes to overall layout, dimensions, quantities and changes to appliances that impact the dimensions of units already modelled.

If this occurs you will be quoted for additional time costs involved. If you wish to proceed an invoice will be issued for payment prior to the commencement of any work.

The Designer shall maintain records which clearly identify time incurred in the provision of the Services. Please note, if it is your intention at this point to place an order with IMO to create a Detailed Design for construction, you can also proceed directly to the Detailed Design phase.

Performance & Delivery

The Designer will perform the services with a degree of skill, care and diligence as reasonably expected of a professional consultant.

The Designer shall at all times comply with the Code of Ethics of The Designers Institute Of NZ. The Client agrees to work constructively and in good faith with the Designer to resolve any aspect of the Design to enable the Developed Design to be provided.

The Designer shall notify the Client if the Design needs to be delayed or accelerated due to changes in instructions from the Client or circumstances beyond the Designers control.

Termination

The Client shall be entitled to terminate this Agreement and not proceed to placing an Order for a Developed Design at any time by giving written notice. Upon receipt of such notice from the Client, the Designer must take all reasonable steps to bring the services to a close.

Insurance

The Designer holds Professional and Public Indemnity Liability insurance cover from an authorised, reputable insurer, for a sum not less than \$250,000.

Dispute Resolution

The parties agree to attempt to resolve any disputes in good faith between themselves in the first instance. If such dispute cannot be resolved by way of negotiation within 10 working days of the dispute arising, the parties shall refer the dispute to arbitration in accordance with the Arbitration Act 1996.

In the event of a dispute, the Designer may, by notice in writing to the Client, suspend its obligations in respect of the provision of the Services under these Terms. Where this occurs, the Designer will not be liable to the Client or any other party for losses arising from such suspension.

Order Confirmation—

Stage 4 | Detail Design

Placement of an order with IMO (“us”) constitutes confirmation by the Client (“you”) to purchase goods from us and to be bound by the Terms and Conditions Of Sale as set out below.

Payment Terms

We require a 40% deposit to proceed with Detail Design on all orders. Any Developed Design Fees charged will be applied to your order. We will supply an invoice for each of the payments below. A further 50% will be invoiced to proceed with Assembly and Dispatch.

40% Deposit	To proceed with Detail Design & Production	Due within 7 Days
50% Progress Payment	To proceed with Assembly & Installation	Due within 7 Days
10% Final Payment	Invoiced on completion of Installation	Due within 7 Days

Delays to delivery at your request of 3 weeks or more:

Balance less Delivery & Installation	Invoiced 1 week prior to Order Confirmation Delivery Date	Due within 7 Days
Delivery & Installation	Invoiced on completion of Installation	Due within 7 Days

Please note any nonpayment of deposits may impact the Installation date and Assembly and Installation will not commence until the Progress Payment has been paid.

Our GST number (087-181-979) is located at the bottom of all invoices and order confirmations. Payment by Direct Credit to our bank account. Our bank account details: IMO Group Ltd, 38-9005-0098810-00.

Please use our invoice number as the reference. We also accept payment by Credit or Debit Cards via *Stripe* online, payment surcharges apply.

Payment of the final balance is required in full within 7 days of the date of the invoice. Failure to pay on time may result in action to recover any debts and/or Goods which have not been paid for in full. Any expenses, costs or disbursements incurred by IMO in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by you.

Cancellations

Your request to cancel an order must be received within 7 days of order placement. Any deposits paid for a Developed Design are non-refundable.

Detail Design

On receipt of your Order, the Developed Design goes into our Design Team to be modelled in CAD to create *Sign Off Drawings* for your approval prior to manufacture. Our Design Team may not begin work on the modelling of your KXN Kitchen immediately as they complete other scheduled work.

There may be some details to be confirmed at time of order that will not impact your lead time such as; the colour, a Tap specification or an Appliance model. We will advise any deadlines for receiving this information at time of order.

IMO shall be entitled to rely on the accuracy of any plans, specifications, dimensions and other information provided by you. You acknowledge and agree that you are responsible for obtaining any necessary permits, licences, consents or approvals (including any building consents) in accordance with all applicable laws and industry standards.

There may be some very slight variances from the Developed Design Drawing in overall dimensions due to the precise tolerance of the CAD model - if these arise, they should be inconsequential, or you will be advised otherwise.

Order Approval—

Stage 5 | Sign Off

Sign Off Drawings

We require approval of your Detailed Design to proceed with manufacture. Sign Off Drawings are provided for review and we allow 4 days in our production process for this. It is the Clients responsibility to check our Drawings to ensure we have interpreted the Design Brief correctly prior to manufacture. Delays to the approval timeframe and / or any nonpayment of deposits may impact the Installation date.

We are not qualified Electricians, Plumbers or Builders, nor do we hold any relevant licenses. The Client, Architect, Designer and / or other applicable Trades will be required to check the Drawings thoroughly and confirm that the Builder, Plumber and Electrician are able to provision for the following:

Dimensions	Overall dimensions
Layout	Size and configuration of modules (Appliances, Drawers / Cupboards / Shelves)
Appliances	Appliance makes and models, who is to supply
Sink	Size and position, who is to supply
Materials	Materials, finishes and colours
Builder	Any critical dimensions such as locations of walls and bulkheads including finished wall linings correspond with our drawings. Nog and / or stud locations for wall fixing of overhead units correspond with our drawings. Extract ducting will fit with joist locations. No skirting to be located on the walls directly behind and / or to the side of the modules.
Electrician	Power outlets, isolation switches and / or hard-wired appliances located as dimensioned.
Plumber	Water, waste and any gas pipes located as dimensioned.

Minor & Major Changes

There is a provision for one round of minor changes to the Developed Design of your KXN as a result of the Design For Manufacture process. However, this may increase the lead time if further CAD modelling is required.

Major changes and / or additional revisions for reasons outside of our reasonable control (including to make cost savings) which result in the elongation of the programme for work outside of a phase, will be charged at an hourly rate of \$150 + GST for CAD modelling on a time basis. This may also increase the lead time - we will advise any new timeframes and cost estimates if this occurs.

Drawings For Trades

Our *Sign Off Drawings* provide all the information your Builder and Trades will need to complete their work in the Kitchen area. An A3 drawing set will be couriered to site for reference. Please ensure they are aware that the dimensions on the drawings are taken from lined walls. If the walls are not lined when they are carrying out their work, they will need to factor this in. If they have any questions regarding the drawings please contact us using the drawing number on the bottom right of the *Sign Off Drawings*.

Order Creation—

Stage 6 | Manufacture

Drawings For Manufacture

Once the design of your KXN Kitchen has been Signed Off we start the Production process and proceed to create Drawings for Manufacture. Our Design Team may not begin work on the Manufacturing Drawings immediately as they complete other scheduled work. A KXN Kitchen typically has over 3000 parts, so the Construction drawings take some time to complete, especially if there are any site-specific custom parts.

Tops Supplied by Client

If you are providing your own Bench Tops and / or Splashbacks, IMO may have included a cost to provide a Drawing for your Supplier. We will discuss with you at time of issue any required file formats. IMO will Install and level the KXN Kitchen ready for the Bench Top and / or Splashback Installation.

Manufacture

On completion of our Drawings for Manufacture we proceed with the allocation and picking of stock and procurement of parts for manufacture. This process typically takes 5 to 6 weeks.

Assembly

Once all parts are in our Warehouse we begin the Assembly process where we prepare the parts for assembly pre and post powder coating. This process typically takes 2 to 3 weeks. Completed parts are packaged for dispatch, then packed into Crates for transit.

Minor & Major Changes

Your KXN is subject to change if amendments to the specifications, quantities, or any changes to the site that impact on the Detail Design as per the Sign Off drawings are made once the Drawings for Manufacture have been created. We will advise any new timeframes and costs if this occurs.

Order Completion—

Stage 7 | Site Ready Check

Please ensure your Builder and Trades have read and completed their work in accordance with your KXN *Sign Off Drawings*.

A site that is suitably prepared for our KXN Installation will ensure:

- The Kitchen can be installed as per the specifications on the *Sign Off Drawings*
- We can achieve installation in the time we have quoted
- Any damage during and after installation is prevented

KXN is made from steel, we cannot change or modify its dimensions on site. It is critical that the dimensions of your finished Walls, Ceiling and Floor can accommodate the width, height and depth of KXN as per the *Sign Off Drawings*. This is particularly important if your KXN is located within an alcove or within close proximity to a bulkhead or ceiling.

We recommend 3mm gaps between the walls and KXN and 5mm above for any bulkhead or ceiling. The walls and ceiling must be plumb, square and level to do this.

Please note:

- The dimensions of the finished walls will need to be checked at both the back corner and the front face.
- Plaster over steel Gib joiners often cause a variation in the finished wall dimension, especially in the corners.
- KXN can accommodate variations in floor levels up to 30mm.
- If you have a bulkhead or ceiling, we can increase the height to accommodate variations in floor levels but we can only lower the overall height by 5mm.
- Any Silicone between Top, Wall and / or Splashback is to be carried out by the Builder / Trades post Installation.

If you have any concerns that this cannot be achieved, please contact us immediately to discuss the implications.

If your walls and ceiling are not plumb, square and / or level:

- KXN may not fit within the built dimensions, and we may not be able to install all or some of the modules.
- We will not be able to install KXN flush against the wall and noticeable gaps may arise between KXN and the walls, top and / or splashback as a result. IMO will not be responsible for any additional work to remedy this, it is the responsibility of you and / or your Builder to resolve this.
- We may not be able to level KXN which could impact the integration of Appliances, alignment of Drawers and fitting of Splashbacks.

Order Completion—

Stage 7 | Site Ready Checklist

Before we finalise our delivery logistics and any travel arrangements prior to Installation, please ensure your Builder and Trades have read and understood the checks on the following pages.

Walls, Floor & Ceiling

- The dimensions of your finished Walls, Ceiling and Floor must be plumb, square and level to accommodate the width, height and depth of KXN as per the *Sign Off Drawings*.
- Solid fixing points must be in place for any overhead modules and / or Extractor mounting points as detailed on the *Sign Off Drawings*.
- Skirtings should not be fixed in place on the walls directly behind and / or to the side of the KXN modules as per the *Sign Off Drawings*—these can be fitted post installation
- Floors must be finished and dried, including any sanding, lacquering and tiling.
- Ceilings and walls in the Installation area and walls behind KXN that do not have a steel back panel must be finished and dried including any gib plastering, sanding and painting.
- The *non shaded* areas on the elevations of the *Sign Off Drawings* denote areas with no back panel.

Plumbing & Electrical

- Water, waste and any gas pipes must be in position as per the *Sign Off Drawings*.
- Taps or shut off valves must be complete and fitted to the wall for water supply to any Appliance as per your *Sign Off Drawings*.
- Completing these after we have installed, requires disassembly of KXN, makes it harder to access, adds more time for the Plumber and increases the chance of damage.
- Electrical points must be wired and in position as per the *Sign Off Drawings*.
- Non-integrated Client supplied Power Points must be complete prior to our Installation. Completing these after we have installed, requires disassembly of KXN, makes it harder to access, adds more time for the Electrician and increases the chance of damage
- If you have IMO integrated power points in your KXN, these can be fixed off post installation.
- If for any reason the Electrician wires the electrical points differently to the *Sign Off Drawings*, please advise us immediately as this may affect parts for the integrated Power Points.
- There is a small tolerance allowed for in the location of the services above as long as they do not interfere with anything. Please advise us if any services are not in the exact locations as per the Drawings so we can check for any issues.
- Post installation the Plumber can connect any Gas, Water and Waste to Sinks and Appliances as required.
- Post installation the Electrician can wire the Oven and Hob and fix off any IMO integrated Power Points and Switches as required.
- IMO does not need to return to site once the final fix by the Trades is complete.

Rangehood Ducting

- Ducting through the wall or ceiling is by the Builder or Trades and must be in place prior to our Installation. IMO will install the Rangehood and connect the ducting to the appliance.
- If the ducting is not in place at time of Install, it is the responsibility of your Builder / Trades to connect this.

Appliances & Hardware – Client Supplied

- Appliances and / or Hardware supplied by you must be on site and in the Kitchen area in time for Installation, do not unpack.
- We have not allowed for time in our Installation to relocate any Appliances in storage elsewhere. Please note, some Appliances such as Fridges can weigh in excess of 150kg and moving these takes time and care.
- The make and model number of any Appliances and Hardware you have purchased must match both the *Sign Off Drawings* and what you have received.
- If IMO needs to return to site to integrate any Appliances not supplied at time of Installation, additional charges may apply.
- IMO is not responsible for any issues that arise because of Appliances and Hardware Installed by you or your Trades outside of the manufacturers specifications and / or in accordance with the *Sign Off Drawings*.

Tops & Splashbacks – Client Supplied

- Please organise delivery of any Tops or Splashbacks with your supplier and check timing with us prior.
- IMO will Install and level KXN ready for the Bench Top and / or Splashback Installation. Let us know if you need further detailing on this to understand the junction details.
- IMO is not responsible for any issues arising from levelling if the Top has been installed post our installation. We recommend the Installation of any tops supplied by you to be done towards the end of our Installation so we can carry out our levelling and alignment QC checks once the Top is on.
- IMO is not responsible where the Sink does not fit, or a Drawer does not close because installation of the Plumbing has not been carried out in accordance with the *Sign Off Drawings*.

Site Access

Muddy areas, unstable surfaces, excessive riser heights, changes in floor levels, unsecured objects and waste on floors in the working area are all potential hazards when moving heavy parts.

- The site should be in a suitable condition for delivery as far as reasonably practicable, to eliminate any health and safety hazards, delays and / or risk of damage to product.
- Site access will need to be clear for the delivery van or truck to unload, as close as possible to the Installation site.

Site Images

To help us understand if your site is ready and ascertain any potential issues with delivery and installation, please supply photos of the following:

- Entry to the building site
- The Kitchen area showing Plumbing and Electrical points
- Client supply Appliances and Hardware in the Kitchen area
- Any narrow accessways for IMO supplied Tops over 2500mm long

We may contact you to provide further photos to assist with our logistics planning.

Order Completion—

Stage 8 | Delivery & Installation

Delivery & Installation

- Your KXN will be delivered to site either flat packed on pallets or in our collapsible crates via a Hiab.
- We will be onsite at time of delivery to meet any Hiab Trucks unless advised otherwise.
- Parts are unloaded from the vehicle or Crate into the Kitchen area on site and we begin Installation.
- Any Crates collapse down and are collected the following 1-2 days by Hiab for return to Auckland.
- The Installation of your KXN Kitchen including the integration of any Appliances will take 2-4 days depending on its size.
- Any Appliances and Hardware you are supplying must be on site for our arrival.

Proviso

If any of the above is not complete on our arrival, or works have not been completed in accordance with the Sign Off drawings, we reserve the right to re-schedule the Delivery and Installation for the next available time and invoice for any costs associated with labour, materials and / or travel.

The Delivery and Installation of your KXN Kitchen has been costed on the premise your site will be in a suitable condition and remain so for the duration of our Installation. If any issues arise on site that impact the time we have allocated, we reserve the right to invoice for any additional costs associated with labour, and / or travel.

IMO will assume there are no obstructions in the wall or ceiling preventing drilling of fixtures of KXN in accordance with our Sign Off drawings. In the event of a ruptured water pipe, waste pipe, electrical cable, conduit or structural element, the client will assume liability for any damage, injuries, repair or subsequent costs arising from the damage if IMO has not been notified.

IMO will not be held responsible or liable for any costs arising from damages or alterations carried out by a third-party trades person.

Thanks

It is important that you have read and understood these Terms & Conditions.

Thanks for your order and all the best with your project. If you have any further questions, please contact us on 09 373 4081 or email orders@imo.co.nz.

We will be in touch again soon.